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the former company owned by dissenting stockholders at the date the business and property of the company were so appropriated, and decreeing against the parties who had appropriated such business and property the amount thereof, properly settled the equities of the parties.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 49; Dec. Dig. § 47.* 3 Va.-W. Va. Enc. Dig. 586.]

4. Insurance (§ 47*)—Consolidation of Companies—Rights of Stockholders—Delay.—A delay of less than three years after the original agreement for the transfer by an insurance company of its insurance business and property to another insurance company and individuals and of about six months after a substituted agreement, by a dissatisfied stock holder suing to subject the assets of the two companies to the redemption of his stock, does not amount to laches defeating his suit.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 49; Dec. Dig. § 47.* 12 Va.-W. Va. Enc. Dig. 829.]

Appeal from Law and Chancery Court of City of Norfolk.

Suit by D. P. Blount against the Southern Mutual Aid Association and others, in which defendants filed an answer and cross-bill, and in which third persons became parties by petition and asked for the same relief as complainant asked for. From a decree for complainant and third persons, defendants appeal. Affirmed.

SMITH *v.* SMITH.

March 9, 1911.

[70 S. E. 491.]

1. Wills (§ 93*)—Evidence.—In determining whether an instrument propounded was intended as a will, reference will be had to the surrounding circumstances.

[Ed. Note.—For other cases, see Wills, Cent. Dig. §§ 222-224; Dec. Dig. § 93.* 13 Va.-W. Va. Enc. Dig. 722, 781.]

2. Wills (§ 69*)—Definition.—A "will" is the legal declaration of one's mind as to the manner in which he would have his property disposed of after his death.

[Ed. Note.—For other cases, see Wills, Cent. Dig. § 183; Dec. Dig. § 69.* 13 Va.-W. Va. Enc. Dig. 707.]

For other definitions, see Words and Phrases vol. 8, pp. 7461-7468.]

3. Wills (§ 93*)—Evidence—Declarations.—To prove by decedent's declarations that a paper was intended as his will, they must

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

have been made when the paper was written, or at least relate to the identical paper.

[Ed. Note.—For other cases, see Wills, Cent. Dig. §§ 222-224; Dec. Dig. § 93.* 13 Va.-W. Va. Enc. Dig. 722.]

4. Wills (§ 130*)—Holographs—Sufficiency.—A memorandum written by decedent on the front page of a book, dated eight years before his death and signed by him, reading, "Everything is Lous," is insufficient as a holographic will.

[Ed. Note.—For other cases, see Wills, Cent. Dig. §§ 336-340; Dec. Dig. § 130.* 13 Va.-W. Va. Enc. Dig. 722.]

Error to Corporation Court of City of Alexandria.

Will contest by Samuel H. Smith against Lula G. Smith. From a judgment probating an instrument as a will, contestant brings error. Reversed and rendered.

J. K. M. Norton, for plaintiff in error.

Francis L. Smith and Robinson Moncure, for defendant in error.

CITY NAT. BANK OF ROANOKE v. HUNDLEY et al.

March 9, 1911.

[70 S. E. 494.]

Bills and Notes (§ 525*)—Bona Fides of Holder—Evidence—Weight.—Evidence held to show that plaintiff bought the notes sued on without notice of fraud in their inception.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 1832-1839; Dec. Dig. § 525.* 2 Va.-W. Va. Enc. Dig. 431.]

Appeal from Circuit Court, Henry County.

Action by the City National Bank of Roanoke against H. B. Hundley and others. Judgment for defendants, and plaintiff appeals. Reversed and rendered.

S. G. White, Jr., and *Scott, Altizer & Watts*, for appellant.
John W. Carter, for appellees.

CARPENTER et al. v. CAMP MFG. CO. et al.

March 9, 1911.

[70 S. E. 496.]

Appeal and Error (§ 161*)—Right of Review—Estoppel.—A party cannot avail himself of that portion of a decree which is favorable

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.